

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

TIMOTHY EASLEY,

Plaintiff,

vs.

Civil Action No.: 2019-

**RLJ-MCLARTY-LANDERS
AUTOMOTIVE HOLDINGS, LLC
d/b/a Landers McLarty Dodge
Chrysler Jeep Ram;**

Defendant.

COMPLAINT

Plaintiff, by and through his undersigned attorneys, alleges upon information, belief, and knowledge, as follows:

JURISDICTION AND VENUE

1. This action for injunctive relief and damages is brought pursuant to the Fair Labor Standards Act (FLSA), 29 U.S.C. 201, *et seq* and 29 U.S.C. 207, *et seq*. District Court jurisdiction exists pursuant to 29 U.S.C. 216(b) and 217 and 28 U.S.C. 1331.

PARTIES

2. Plaintiff, Timothy Easley (hereinafter Plaintiff), is a resident of Huntsville, Alabama, and performed work for the Defendant in Madison County in the

Northern District of Alabama, Northeastern Division. Plaintiff was an employee within the contemplation of 29 U.S.C. 203(e)(1). Thus, pursuant to 28 U.S.C. 1391(b), venue for this action properly lies in the Northern District of Alabama, Northeastern Division.

3. Defendant, RLJ-MCLARTY-LANDERS AUTOMOTIVE HOLDINGS, LLC d/b/a Landers McLarty Dodge Chrysler Jeep Ram (hereinafter “Landers McLarty”), is a retailer selling automobiles and maintains its headquarters and principal address in Little Rock, Arkansas, with locations throughout the State of Alabama. Defendant is an employer within the meaning of the FLSA.

4. Landers McLarty operates retail centers in the United States, including but not limited to, the following: Huntsville, Alabama; Fayetteville, Tennessee; and Fort Payne, Alabama.

FACTUAL SUMMARY

5. Plaintiff adopts by reference each and every material averment contained in Paragraphs 1 through 4 above as if fully set forth herein.

6. Plaintiff began working for Landers McLarty around September 2018. Plaintiff worked as a car detailer.

7. Plaintiff’s job duties consisted of cleaning vehicles, including but not limited to, washing, buffing, and waxing the exteriors of vehicles and vacuuming, steaming, and deodorizing interiors of vehicles.

8. Plaintiff would perform said job duties for vehicles that Landers McLarty intended to sell and for the vehicles that Landers McLarty intended to use as rental vehicles.

9. From around September 2018 to around December 2018, Landers McLarty compensated Plaintiff through an hourly pay system. Around December 2018, Landers McLarty switched Plaintiff to a flat-rate payment system.

10. At all times relevant to this Complaint, Plaintiff was compensated on a flat-rate payment system. Up until the switch to the flat-rate payment system around December 2018, Plaintiff avers he was fairly compensated.

11. While being compensated on the flat-rate payment system, Plaintiff was regularly scheduled and did work in excess of forty hours in a work week.

12. Further, Plaintiff regularly performed tasks that were outside of the flat-rate system tasks.

13. Plaintiff worked for Defendant at 6533 University Drive NW in Huntsville, Alabama.

COUNT ONE

UNPAID WAGES AND/OR OVERTIME VIOLATIONS – FLSA

14. Plaintiff adopts by reference each and every material averment contained in Paragraphs 1 through 13 above as if fully set forth herein.

15. Plaintiff was required to clock in before each shift and clock out after

each shift.

16. Once Plaintiff was clocked in, he was supposed to be given tasks that were paid according to the flat-rate payment system.

17. Plaintiff was to be paid the flat-rate hours for the task performed.

18. Plaintiff was given tasks that were not on the flat rate system. Any work that Plaintiff performed on rental vehicles as described in Paragraphs 7 and 8 were not tasks that paid on the flat-rate payment system.

19. Said tasks performed by Plaintiff described in Paragraphs 7 and 8 on rental vehicles were performed for the benefit of Defendant without compensation.

20. Plaintiff avers that he was instructed to be at the retailer from 8:00 A.M. to 5:00 P.M and would adhere to that instruction.

21. Plaintiff avers that he would stay past his shifts in order to perform tasks.

22. Plaintiff avers that he was not compensated for the aforementioned postliminary work.

23. Defendant's policies and practices did not fairly compensate Plaintiff for all work performed for the benefit of Defendant for both hours worked on tasks that were not paid on the flat-rate payment system and hours worked over forty in a work week, depriving Plaintiff of unpaid wages and/or overtime.

24. As a result of Defendant's violation of the FLSA, Plaintiff has suffered loss of pay and benefits.

PRAYER FOR RELIEF

WHEREFORE PREMISES CONSIDERED, Plaintiff prays for the following relief:

- A. That the Court issue proper process to compel Defendant to answer or otherwise plead to the allegations contained in this Complaint;
- B. That this Court award Plaintiff the amount of his unpaid wages and overtime wages, plus an additional equal amount as liquidated damages;
- C. That Plaintiff be granted judgment against Defendant for all reasonable attorneys' fees, costs, disbursements, and interest; and
- D. For such other and further relief as this Court deems equitable, proper, and just.

Respectfully submitted,

/s/ Kirby D. Farris

Kirby D. Farris (ASB-2224-R78K)

/s/ Meredith K. Maitrejean

Meredith K. Maitrejean (ASB-1264-H63N)

OF COUNSEL:

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JURY DEMAND

The Plaintiff hereby demands a jury for the trial of this cause.

/s/ Meredith K. Maitrejean

OF COUNSEL

SERVE DEFENDANT VIA CERTIFIED MAIL:

RLJ-McLarty-Landers Automotive Holdings, LLC

c/o Corporation Service Company, Inc.

641 South Lawrence Street

Montgomery, Alabama 36104